

Project: HAZARD TREE REMOVAL

Location: ALBENI FALLS PROJECT RECREATION AREA

ALBENI FALL DAM PROJECT, OLDTOWN, IDAHO

SERVICE/SUPPLY SOLICITATION AND SPECIFICATIONS

Closing Date: 21 MARCH 2002

Closing Time: 5:00 PM LOCAL TIME

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Renee Heerhartz, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Renee Heerhartz, P.O. Box 3755, Seattle, WA 98124-3755.

| REQUEST FOR QUOTATIONS | | | TUIC DEO I V | [X] IS [] IS NOT A SMALL BUSINESS SET-ASIDE | | PAGE OF PAGES | | | | |
|---|---|-----------------------|---|--|--------------------------|-------------------------|--|---------------------|----------------------|-------------|
| (THIS IS NOT AN ORDER) | | | тиз кіч (Х | JIS [JIS NOT A | SWALL DO | USINESS SET-ASIDE | 1 | | 25 | |
| 1. REQUEST | ΓNO. | 2. DATE ISSUED | 3 | . REQUISITION/PUF REQUEST NO. | RCHASE | | T. FOR NAT. DEF. ER BDSA REG. 2 | RATING | | |
| DACW67-02 | 2-Q-0051 | 13-Mar-2002 | ١ | V68MD9-2044-2629 | | AND | OR DMS REG. 1 | | | |
| | BY SINEER DISTRIC ENWS-CT | T, SEATTLE | | | | | VER BY (Date) Teb-2002 | | | |
| P.O. BOX SEATTLE | (3755 : WA 98124-3755 | ; | | | | 7. DELIV | /ERY | | - | |
| 5b. FOR INF | FORMATION C | ALL: (Name and Te | elephone no. | | 2478 | [X] F | FOB [DESTINATION |] OTHER (See Sch | | 2) |
| RENEE R HEERHARTZ (206) 764-3 8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE | | | | | ,,,,, | 9. DEST ALBE 2376 | TINATION (Consignee and ad NI FALLS PROJECT OFFICE HIGHWAY 2 EAST OWN ID 83822-9243 | dress, includi | ing ZII | P Code) |
| | | | | | | Phone | E: FAX: | | | |
| 10. PLEASE (Date) | E FURNISH QU 21-Mar-2002 | OTATIONS TO TH | HE ISSUIN | IG OFFICE IN BLOC | K 5a ON OR BEFO | ORE CLOSE | OF BUSINESS: | | | |
| it to the address contract for sup | s in Block 5a. This oplies or services. | request does not comm | nit the Gove ic origin unl | rnment to pay any costs in | ncurred in the preparati | on of the subn | licate on this form and return nission of this quotation or to certifications attached to this | | | |
| | | 11. SC | CHEDULE | E (Include applicable | e Federal, State, an | ıd local taxe | es) | | | |
| ITEM NO. (a) | | SUPPLIES/ SE (b) | ERVICES | | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | | | OUNT (f) |
| | SEI | E SCHED | ULE | <u>:</u> | | | | | | |
| 12. DISCOU | NT FOR PROM | IPT PAYMENT | a. 10 CA | ALENDAR DAYS | b. 20 CALENDA | R DAYS | c. 30 CALENDAR DAYS | d. CAL | | AR DAYS |
| NOTE: Add | litional provis | ions and represer | + ` | lare [lare not | ` / | | 1 5 7 | 110. | | Train |
| NOTE: Additional provisions and representations [] are [] are not are not are all and all are not are not are not all are not | | | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION 15. DATE OF QUOTATION | | | | | | | |
| | | | | 16. NAME AND T | TITLE OF S | IGNER (Type or print) | | | ONE NO. rea code) | |

SECTION B Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 1.00 Lump Sum

Provide all labor, equipment and materials

FFP - necessary for non-personal service for hazard tree removal at the Albeni Falls Project Recreation Areas, includes Albeni Cove, Priest River, Riley Creek, Spring Point and Trestle Creek in accordance with the attached tree list and Scope of Work.

PURCHASE REQUEST NUMBER W68MD9-2044-2629

NET AMT

NOTES:

- 1. Representation and Certification contained herein must be complete by quoter and returned with offer.
- 2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: HAZARD TREE REMOVAL AT

ALBENI FALLS PROJECT RECREATION AREAS

ALBENI FALL PROJECT OLDTOWN, IDAHO

Request for Quotations No. DACW67-02-Q-0051

CLOSING DATE AND TIME: 21 MAR 02, 5:00 PM LOCAL TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

3. PROSPECTIVE OFFERORS: The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulation Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting form solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996 as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

The WEB Site may be accessed at http://ccr2000.com. You may call 1-888-227-2423 to obtain a Registration Packet or to Register on Line at WWW.ACQ.OSD.MIL/EC.

- 4. FACNET and NON-FACNET responses will be accepted. Responses may be faxed until the time and date set for closing. Attention Faxes to Renee' Heerhartz, (206) 764-6817
- 5. Award will be made to the responsive responsible offeror with the lowest total price.
- 6. ELECTRONIC FUNDS TRANSFER (EFT): Effective 99Jun01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are 1) Foreign Vendors; 2) Government Agencies; and 3) One-time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page, www.fc.usace.army.mil. The UFC points of contract for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

| 7. | Please provide the following inform | ation: |
|----|-------------------------------------|--------|
| | Federal Tax ID Number: | |
| | DUNS Number: | |
| | Remit to Address: | |
| | Company Name: | |
| | Address: | |
| | City/State/Zip: | |
| | e-mail address if available: | |

SCOPE OF WORK HAZARD TREE REMOVAL ALBENI FALLS PROJECT

GENERAL REQUIREMENTS. The Contractor shall provide all labor, equipment, materials and miscellaneous supplies required to remove trees marked as hazardous at the Corps of Engineers Recreation Areas including the Albeni Cove Recreation Area (one mile east of Oldtown, ID on Albeni Cove Road), the Priest River Recreation Area (one mile east of Priest River, ID, on Highway 2), the Riley Creek Recreation Area (one mile southwest of Laclede, ID) and the Springy Point Recreation Area (five miles southwest of Sandpoint, ID, at 3070 Lakeshore Drive). The Contractor shall be responsible for falling marked trees deemed as hazardous by Corps of Engineers Natural Resource Ranger, limbing fallen trees, bucking trees to a specified length, transporting logs to locations within each recreation area as specified on the attached maps and removing and disposing of limbs, brush and other materials created as a result of falling operations. Decked logs shall be disposed of by the Government. The areas in which work is to be performed are developed recreation areas consisting of campgrounds, day use areas and associated features. Due to the nature of the recreation areas, the Contractor must be prepared to remove trees from locations that are near buildings, campsites and campsite features and roadways in a manner that preserves both the infrastructure and surrounding vegetation to the maximum extent possible.

SPECIFIC REQUIREMENTS. Trees deemed as hazardous have been marked in each recreation area with orange flagging (see maps and size tables). The Contractor shall:

- a. Fall all marked trees in a manner that preserves and prevents any damage to the surrounding infrastructure (i.e., buildings, tables, grills, bumper logs, water faucets, etc.). To the maximum extent possible, adjacent vegetation shall be preserved during the course of logging operations. If necessary, movable structures such as picnic tables shall be removed from the direction of tree fall. All attempts shall be made to avoid immovable objects by appropriate cutting techniques and judgment.
- b. Trees smaller than six inches in diameter shall be limbed and bucked on-site to a suitable firewood length or, at the Contractor's discretion, cut to an appropriate handling length and disposed of off-site.
- c. Trees larger than six inches shall be limbed and bucked to a 16.5 foot log size. The Contractor shall calculate cuts that produce the maximum amount of merchantable timber from each tree within the specified bucking limits. Logs shall be skidded from the fall area and transported to the site marked on the maps for storage. Logs shall be skidded in such a manner that damage to soils and surrounding vegetation will be minimized. Logs shall be decked in such a manner that the ends of the logs are more or less flush to facilitate scaling.
 - d. Stumps shall be cut flush to the ground. Any remaining butts may be left on-site.
- e. Limb material greater than one inch in diameter or longer than three feet shall be removed from the area and hauled off-site for disposal. Material may be removed whole, chipped or otherwise transported. If chipping is utilized as a disposal method, the resultant chips shall be transported and disposed of off-site; chipped material shall not be left on the ground. Material shall not be raked into, dumped in, burned on or otherwise transported to other locations within the recreation areas. The cost of disposal shall be included in the contract price. Material shall be disposed of off-site in accordance with all local, State and Federal rules and regulations at the Contractor's expense. The Contractor is responsible for any and all permits and other permissions for disposal of the slash material.
- f. Marked trees within the recreation areas shall be felled in such a manner as to avoid damage to unmarked trees or other vegetation. All trees and vegetation damaged during operations and determined to be unsafe by the COR shall be removed by the Contractor as stated above with no additional cost to the Government.

PLAN OF OPERATION. Within five days after contract award, the Contractor shall provide the Contracting Officer's representative (COR) a Plan of Operation including:

- a. A list of all equipment to be used by the Contractor at the work sites.
- b. A list of vehicles, vessels and license plate numbers to be used during the course of the contract.
 - c. Certificate of insurance. Insurance requirements are as follows:

Workers Compensation and Employers Liability. Contractors are required to comply with applicable Federal and State Workers Compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the contractor's commercial operations that it would not be practical to require this coverage. Employers liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers compensation to be written on private carriers.

General Liability. Bodily injury liability insurance coverage of at least \$500,000 per occurrence shall be written on the comprehensive form of the policy. Property damage liability insurance of at least \$500,000 per occurrence shall be written on the comprehensive form of the policy.

Automobile Liability. Automobile liability insurance shall be written on the comprehensive form of the policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,00 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality in sufficient coverage to meet normal and customary claims.

d. Complete work schedules for the contract period.

PERFORMANCE PERIOD. All work shall be completed on or before 22 April 2002. Extensions will not be allowed; however a contract term adjustment may be mutually agreed upon, under the following conditions: Contractor's operations experience interruption or delays due to extreme extenuating circumstances or catastrophic Acts-of-God.

PAYMENTS. Separate payments will not be made for the time spent in planning, mobilizing, or performing administrative work an original invoice and three copies of the invoice shall be submitted to <u>USACE Finance Center. CEFC-AO-P, 5720 Integrity Drive, Millington, TN, 38054-5005.</u> Invoices shall include the contract number, item numbers, description of work, quantities, unit prices, and total prices. It is request that a copy of each invoice be sent to the COR.

EQUIPMENT. Completion of the specifications of this contract requires the use of heavy-duty, commercial-grade logging equipment operated by skilled and competent operators. Due to the nature of the sites, only rubber-tired equipment machinery will be allowed.

DAMAGES. The Contractor shall be responsible for restoring any Government facilities, structures or equipment damaged as a result of his/her operation. Reasonable care shall be used to avoid damage to structures and equipment in the recreation areas. Any such damage shall be repaired, items replaced or the damages repaired to the original condition at no cost to the Government. If the Contractor does not make such repair or replacement, the cost will be deducted from payments to be made to him/her.

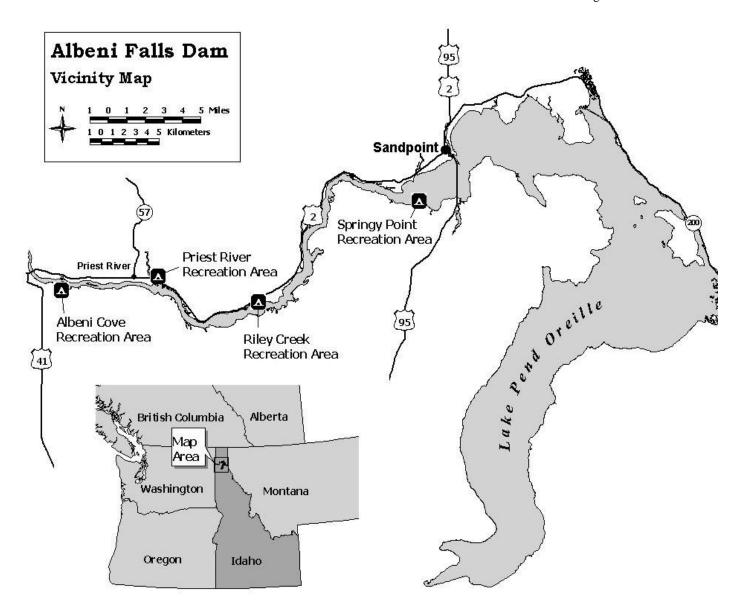
RESTORATION OF LANDSCAPE DAMAGES. Any trees, shrubs, turf or other landscape features unreasonably scarred or damaged by the Contractor's equipment or operations shall be restored to a condition

satisfactory to the COR. Skidding damage or ruts greater than two inches deep shall be restored to the original condition.

PUBLIC SAFETY. The areas in which the work is to be performed are highly utilized by the visiting public. During the closed season, the public is still invited into the recreation areas and may be onsite during Contractor operations. The Contractor shall ensure that reasonable precautions are taken to protect the public at all times where work is being performed. The Contractor shall immediately report to the COR any potential hazards found by his employees on the project. Equipment shall be operated and work performed with the safety of the public in mind at all times.

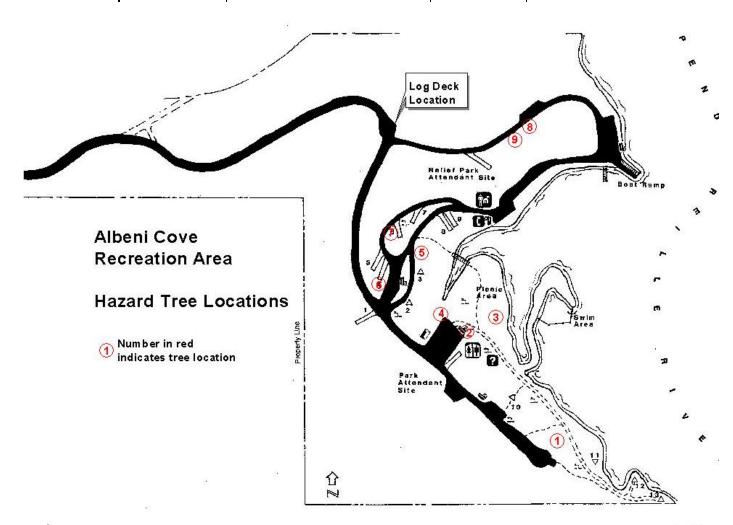
RESTROOM FACILITIES. Prior to the opening dates for the Albeni Cove, Priest River, Riley Creek, and Springy Point Recreation Areas, Government restroom facilities may not be available for use by Contractor personnel due to winterization procedures. The Contractor shall be responsible for ensuring his/her employees have access to adequate restroom facilities.

SAFETY STANDARDS. The Contractor shall comply with all applicable Occupational Safety and Health Act (OSHA) Standards, as well as the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, revised September 1996, as amended. Copies of EM 385-1-1 shall be provided to any Contractor by request, or copies may be picked up in person at the Albeni Falls Project Office.



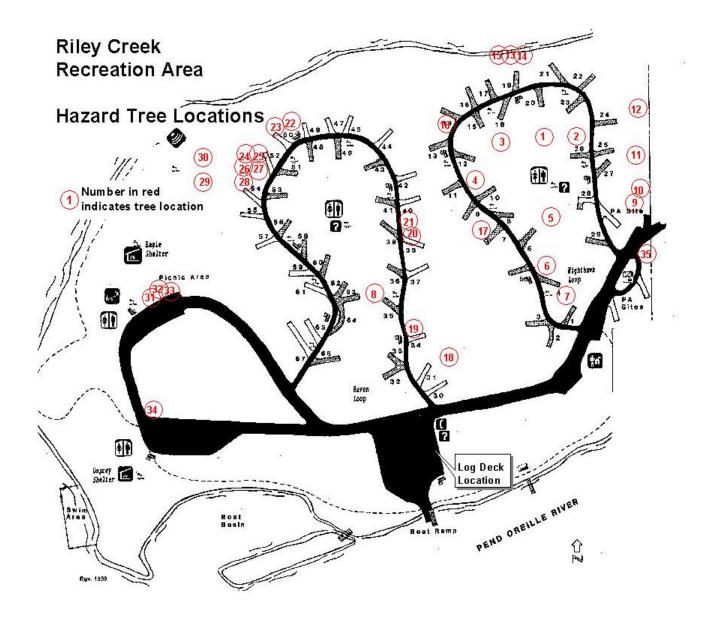
Recreation Area: Albeni Cove Recreation Area

| Id Number | Species | DBH |
|-----------|------------------|----------|
| | | (Inches) |
| 1 | Western Larch | 9 |
| 2 | Grand Fir | <6 |
| 3 | Grand Fir | 24 |
| 4 | Douglas-fir | 6 |
| 5 | Lodgepole Pine | 15 |
| 6 | Western Redcedar | 9 |
| 7 | Lodgepole Pine | 7 |
| 8 | Lodgepole Pine | 10 |
| 9 | Lodgepole Pine | <6 |
| | | |



Recreation Area: Priest River Recreation Area

| Id Number | Species | DBH |
|-----------|------------------|----------|
| | | (Inches) |
| 1 | Grand Fir | <6 |
| 2 | Ponderosa Pine | 14 |
| 3 | Grand Fir | 17 |
| 4 | Grand Fir | 9 |
| 5 | Ponderosa Pine | 16 |
| 6 | Western Redcedar | 15 |
| 7 | Birch | 13 |
| | | |
| | | |
| | | |



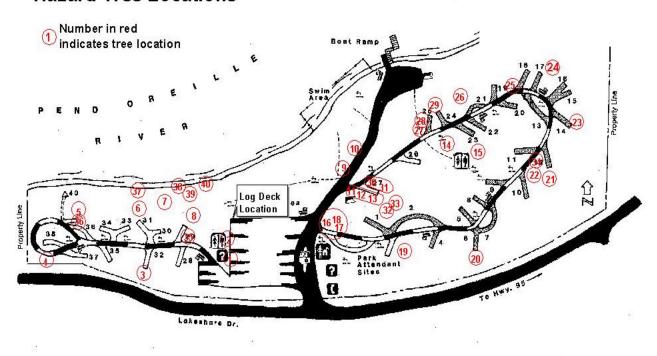
Recreation Area: Riley Creek Recreation Area

| Id Number | Species | рвн |
|-----------|--------------------|----------|
| | | (Inches) |
| 1 | Douglas-fir | 18 |
| 2 | Western White Pine | 23 |
| 3 | Grand Fir | 24 |
| 4 | Douglas-fir | 16 |
| 5 | Grand Fir | 18 |
| 6 | Grand Fir | 11 |
| 7 | Grand Fir | 8 |
| 8 | Grand Fir | 15 |
| 9 | Western Hemlock | 10 |
| 10 | Lodgepole Pine | 8 |
| 11 | Grand Fir | <6 |
| 12 | Lodgepole Pine | 12 |
| 13 | Western Redcedar | 16 |
| 14 | Lodgepole Pine | 10 |
| 15 | Grand Fir | 23 |
| 16 | Douglas-fir | 29 |
| 17 | Grand Fir | 17 |
| 18 | Grand Fir | 26 |
| 19 | Grand Fir | 12 |
| 20 | Grand Fir | 15 |
| 21 | Grand Fir | 20 |
| 22 | Western Redcedar | 16 |
| 23 | Western Redcedar | 20 |
| 24 | Birch | 10 |
| 25 | Birch | <6 |
| 26 | Birch | 11 |
| 27 | Birch | 8 |
| 28 | Birch | <6 |
| 29 | Lodgepole Pine | 16 |
| 30 | Lodgepole Pine | 12 |
| 31 | Lodgepole Pine | 13 |
| 32 | Lodgepole Pine | 7 |
| 33 | Lodgepole Pine | 7 |
| 34 | Scotch Pine | 18 |
| 35 | Lodgepole Pine | 12 |



Springy Point Recreation Area

Hazard Tree Locations



Recreation Area: Springy Point Recreation Area

| Id Number | Species | DBH |
|-----------|---------------------|----------|
| | | (Inches) |
| 1 | Birch | 8 |
| 2 | Birch | 8 |
| 3 | Lodgepole Pine | 9 |
| 4 | Birch | 7 |
| 5 | Birch | 7 |
| 6 | Western Hemlock | 14 |
| 7 | Western Larch | 6 |
| 8 | Lodgepole Pine | 6 |
| 9 | Birch | 16 |
| 10 | Birch | 8 |
| 11 | Birch | 7 |
| 12 | Birch | 7 |
| 13 | Birch | 7 |
| 14 | Western Larch | 13 |
| 15 | Birch Western Larch | 12 |
| 16 | Birch | 11 |
| 17 | Birch | 11 |
| 18 | Birch | 10 |
| 19 | Western Larch | 9 |
| 20 | Birch | 7 |
| 21 | Lodgepole Pine | 6 |
| 22 | Lodgepole Pine | 12 |
| 23 | Lodgepole Pine | 7 |
| 24 | Birch | 7 |
| 25 | Birch | 17 |
| 26 | Birch | 7 |
| 27 | Birch | 8 |
| 28 | Birch | 6 |
| 29 | Birch | 9 |
| 30 | Birch | 9 |
| 31 | Birch | <6 |
| 32 | Western Larch | 6 |
| 33 | Birch | 7 |
| 34 | Birch | <6 |
| 35 | Lodgepole Pine | 26 |
| 36 | Birch | 6 |
| 37 | Birch | <6 |
| 38 | Birch | <6 |
| 39 | Birch | <6 |
| 40 | Birch | 9 |

9.68

SECTION H Special Contract Requirements

Computer Data Librarian

WAGE DETERMINATION NO: 94-2159 REV (18) AREA: ID, STATEWIDE

WAGE DETERMINATION NO: 94-2159 REV (18) AREA: ID, STATEWIDE REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR ***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL*** WASHINGTON D.C. 20210 | Wage Determination No.: 1994-2159 William W.Gross Division of Revision No.: 18 Director Wage Determinations | Date Of Last Revision: 02/25/2002 State: IdahoArea: Idaho Statewide **Fringe Benefits Required Follow the Occupational Listing** OCCUPATION TITLE MINIMUM WAGE RATE Administrative Support and Clerical Occupations Accounting Clerk I 7.67 Accounting Clerk II 9.42 Accounting Clerk III 10.60 Accounting Clerk IV 11.57 Court Reporter 17.03 14.05 Dispatcher, Motor Vehicle Document Preparation Clerk 9.55 Duplicating Machine Operator 9.55 Film/Tape Librarian 9.68 General Clerk I 7.63 General Clerk II 8.58 General Clerk III 9.42 General Clerk IV 10.35 Housing Referral Assistant 11.85 Key Entry Operator I 9.27 10.16 Key Entry Operator II Messenger (Courier) 8.26 Order Clerk I 9.76 Order Clerk II 10.71 Personnel Assistant (Employment) I 8.70 Personnel Assistant (Employment) II 9.65 10.75 Personnel Assistant (Employment) III Personnel Assistant (Employment) IV 11.94 Production Control Clerk 13.95 Rental Clerk 10.03 10.54 Scheduler, Maintenance Secretary I 10.54 Secretary II 11.10 Secretary III 11.85 Secretary IV 13.16 Secretary V 14.51 Service Order Dispatcher 12.97 Stenographer I 14.77 Stenographer II 16.42 Supply Technician 13.16 Survey Worker (Interviewer) 8.51 Switchboard Operator-Receptionist 8.86 11.10 Test Examiner Test Proctor 11.10 Travel Clerk I 9.49 Travel Clerk II 9.97 Travel Clerk III 10.81 Word Processor I 10.35 Word Processor II 10.68 Word Processor III 11.34 Automatic Data Processing Occupations

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| Computer Operator I | 9.17 |
|---|----------------|
| Computer Operator II | 12.40 |
| Computer Operator III | 14.49 17.70 |
| Computer Operator IV Computer Operator V | 17.70 |
| Computer Programmer I (1) | 14.16 |
| Computer Programmer II (1) | 20.23 |
| Computer Programmer III (1) | 21.34 |
| Computer Programmer IV (1) Computer Systems Analyst I (1) | 24.42 18.29 |
| Computer Systems Analyst II (1) Computer Systems Analyst II (1) | 21.34 |
| Computer Systems Analyst III (1) | 25.47 |
| Peripheral Equipment Operator | 11.17 |
| Automotive Service Occupations | |
| Automotive Body Repairer, Fiberglass | 14.82 |
| Automotive Glass Installer Automotive Worker | 12.83 12.69 |
| Electrician, Automotive | 13.01 |
| Mobile Equipment Servicer | 10.37 |
| Motor Equipment Metal Mechanic | 14.27 |
| Motor Equipment Metal Worker | 12.69 |
| Motor Vehicle Mechanic Motor Vehicle Mechanic Helper | 14.27 10.37 |
| Motor Vehicle Upholstery Worker | 11.99 |
| Motor Vehicle Wrecker | 12.69 |
| Painter, Automotive | 13.55 |
| Radiator Repair Specialist | 13.77 |
| Tire Repairer | 10.02 14.27 |
| Transmission Repair Specialist Food Preparation and Service Occupations | 14.27 |
| Baker | 10.33 |
| Cook I | 7.70 |
| Cook II | 8.94 |
| Dishwasher Food Service Worker | 7.20 7.23 |
| Meat Cutter | 12.63 |
| Waiter/Waitress | 7.64 |
| Furniture Maintenance and Repair Occupations | |
| Electrostatic Spray Painter | 12.32 |
| Furniture Handler Furniture Refinisher | 10.87 12.32 |
| Furniture Refinisher Helper | 10.87 |
| Furniture Repairer, Minor | 10.90 |
| Upholsterer | 12.32 |
| General Services and Support Occupations | 7 40 |
| Cleaner, Vehicles Elevator Operator | 7.40 8.46 |
| Gardener | 10.45 |
| House Keeping Aid I | 7.96 |
| House Keeping Aid II | 8.40 |
| Janitor | 8.46 |
| Laborer, Grounds Maintenance Maid or Houseman | 8.85 6.88 |
| Pest Controller | 10.33 |
| Refuse Collector | 11.18 |
| Tractor Operator | 11.63 |
| Window Cleaner | 8.92 |
| Health Occupations Dental Assistant | 12.02 |
| Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 11.87 |
| Licensed Practical Nurse I | 10.79 |
| Licensed Practical Nurse II | 12.09 |
| Licensed Practical Nurse III | 13.53 |
| Medical Assistant Medical Laboratory Technician | 10.55 14.37 |
| Medical Record Clerk | 11.24 |
| Medical Record Technician | 13.54 |
| Nursing Assistant I | 7.84 |
| Nursing Assistant II | 8.82 |
| Nursing Assistant III | 9.62 |

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| Nursing Assistant IV | 10.79 |
|---|----------------|
| Pharmacy Technician | 12.19 |
| Phlebotomist | 12.36 |
| Registered Nurse I Registered Nurse II | 18.23 20.78 |
| Registered Nurse II, Specialist | 20.78 |
| Registered Nurse III | 24.75 |
| Registered Nurse III, Anesthetist | 44.47 |
| Registered Nurse IV | 27.72 |
| Information and Arts Occupations | |
| Audiovisual Librarian | 16.17 |
| Exhibits Specialist I | 12.40 |
| Exhibits Specialist II | 15.85 |
| Exhibits Specialist III | 17.77 |
| Illustrator I | 11.01 |
| Illustrator II | 14.08 |
| Illustrator III | 15.77 |
| Librarian Library Technician | 17.05 9.68 |
| Photographer I | 10.73 |
| Photographer II | 13.71 |
| Photographer III | 15.37 |
| Photographer IV | 18.90 |
| Photographer V | 23.23 |
| Laundry, Dry Cleaning, Pressing and Related Occupations | |
| Assembler | 7.12 |
| Counter Attendant | 7.12 |
| Dry Cleaner | 7.69 |
| Finisher, Flatwork, Machine | 7.12 |
| Presser, Hand | 7.12 |
| Presser, Machine, Drycleaning | 7.12 |
| Presser, Machine, Shirts | 7.12 |
| Presser, Machine, Wearing Apparel, Laundry | 7.12 8.18 |
| Sewing Machine Operator Tailor | 9.06 |
| Washer, Machine | 7.46 |
| Machine Tool Operation and Repair Occupations | 7.10 |
| Machine-Tool Operator (Toolroom) | 12.32 |
| Tool and Die Maker | 18.45 |
| Material Handling and Packing Occupations | |
| Forklift Operator | 11.52 |
| Fuel Distribution System Operator | 11.65 |
| Material Coordinator | 13.95 |
| Material Expediter | 13.95 |
| Material Handling Laborer | 9.88 |
| Order Filler | 10.95 |
| Production Line Worker (Food Processing) | 10.35 |
| Shipping Packer | 10.55 |
| Shipping/Receiving Clerk Stock Clerk (Shelf Stocker; Store Worker II) | 10.86 11.98 |
| Store Worker I | 9.04 |
| Tools and Parts Attendant | 11.43 |
| Warehouse Specialist | 11.43 |
| Mechanics and Maintenance and Repair Occupations | 11.15 |
| Aircraft Mechanic | 17.00 |
| Aircraft Mechanic Helper | 11.48 |
| Aircraft Quality Control Inspector | 18.31 |
| Aircraft Servicer | 14.00 |
| Aircraft Worker | 14.82 |
| Appliance Mechanic | 12.32 |
| Bicycle Repairer | 9.30 |
| Cable Splicer | 16.40 |
| Carpenter, Maintenance | 13.75 |
| Carpet Layer | 13.27 |
| Electrician, Maintenance | 17.15 15.24 |
| Electronics Technician, Maintenance I Electronics Technician, Maintenance II | 15.24 |
| Electronics Technician, Maintenance II Electronics Technician, Maintenance III | 26.06 |
| Fabric Worker | 12.78 |
| Fire Alarm System Mechanic | 14.27 |
| | |

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| Fire Extinguisher Repairer | 12.07 |
|--|-------|
| Fuel Distribution System Mechanic | 14.27 |
| General Maintenance Worker | 12.69 |
| Heating, Refrigeration and Air Conditioning Mechanic | 16.05 |
| Heavy Equipment Mechanic | 15.48 |
| Heavy Equipment Operator | 14.56 |
| Instrument Mechanic | 17.86 |
| Laborer | 9.88 |
| Locksmith | 14.45 |
| | 15.44 |
| Machinery Maintenance Mechanic | |
| Machinist, Maintenance | 14.87 |
| Maintenance Trades Helper | 10.37 |
| Millwright | 17.38 |
| Office Appliance Repairer | 14.74 |
| Painter, Aircraft | 13.55 |
| Painter, Maintenance | 13.55 |
| Pipefitter, Maintenance | 18.54 |
| Plumber, Maintenance | 16.67 |
| Pneudraulic Systems Mechanic | 14.27 |
| Rigger | 15.27 |
| Scale Mechanic | 12.69 |
| Sheet-Metal Worker, Maintenance | 13.13 |
| Small Engine Mechanic | 11.54 |
| Telecommunication Mechanic I | 15.74 |
| Telecommunication Mechanic II | 17.98 |
| Telephone Lineman | 15.74 |
| | |
| Welder, Combination, Maintenance | 13.24 |
| Well Driller | 16.41 |
| Woodcraft Worker | 15.27 |
| Woodworker | 11.53 |
| Miscellaneous Occupations | |
| Animal Caretaker | 8.18 |
| Carnival Equipment Operator | 8.50 |
| Carnival Equipment Repairer | 10.27 |
| Carnival Worker | 7.20 |
| Cashier | 7.45 |
| Desk Clerk | 6.94 |
| Embalmer | 17.93 |
| Lifequard | 9.42 |
| Mortician | 19.93 |
| Park Attendant (Aide) | 11.84 |
| Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 9.44 |
| Recreation Specialist | 11.95 |
| Recycling Worker | 11.34 |
| Sales Clerk | 8.58 |
| School Crossing Guard (Crosswalk Attendant) | 9.11 |
| | |
| Sport Official | 9.42 |
| Survey Party Chief (Chief of Party) | 16.29 |
| Surveying Aide | 11.04 |
| Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 14.81 |
| Swimming Pool Operator | 10.68 |
| Vending Machine Attendant | 10.42 |
| Vending Machine Repairer | 12.28 |
| Vending Machine Repairer Helper | 9.07 |
| Personal Needs Occupations | |
| Child Care Attendant | 7.17 |
| Child Care Center Clerk | 11.77 |
| Chore Aid | 7.39 |
| Homemaker | 7.25 |
| Plant and System Operation Occupations | ,,25 |
| Boiler Tender | 15.21 |
| Sewage Plant Operator | 14.27 |
| - | |
| Stationary Engineer | 15.27 |
| Ventilation Equipment Tender | 11.48 |
| Water Treatment Plant Operator | 14.27 |
| Protective Service Occupations | |
| Alarm Monitor | 10.24 |
| Corrections Officer | 18.00 |
| Court Security Officer | 19.14 |
| Detention Officer | 18.00 |
| | |

| Firefighter Guard I Guard II Police Officer Stevedoring/Longshoremen Occupations | 18.02 9.20 12.82 21.40 |
|---|---|
| Blocker and Bracer Hatch Tender Line Handler Stevedore I Stevedore II | 12.65 13.22 12.34 11.18 13.45 |
| Air Traffic Control Specialist, Center (2) Air Traffic Control Specialist, Station (2) Air Traffic Control Specialist, Station (2) Air Traffic Control Specialist, Terminal (2) Archeological Technician II Archeological Technician III Archeological Technician III Cartographic Technician Civil Engineering Technician Computer Based Training (CBT) Specialist/ Instructor Drafter I Drafter II Drafter III Drafter III Drafter III Engineering Technician II Engineering Technician II Engineering Technician II Engineering Technician IV Engineering Technician V Environmental Technician Filight Simulator/Instructor (Pilot) Graphic Artist Instructor Laboratory Technician Paralegal/Legal Assistant II Paralegal/Legal Assistant II Paralegal/Legal Assistant III Paralegal/Legal Assistant III Paralegal/Legal Assistant IV Photooptics Technician Technical Writer Unexploded (UXO) Safety Escort Unexploded Ordnance (UXO) Technician II Unexploded Ordnance (UXO) Technician II Unexploded Ordnance (UXO) Technician III Weather Observer, Combined Upper Air and Surface Programs Weather Observer, Senior (3) Weather Observer, Senior (3) Weather Observer, Senior (3) Weather Observer, Senior (3) Transportation/ Mobile Equipment Operation Occupations Bus Driver Taxi Driver Taxid Driver Taxid Truck Truck Truckdriver, Heavy Truck Truckdriver, Heavy Truck Truckdriver, Heavy Truck Truckdriver, Medium Truck | 28.21 19.46 21.43 13.45 15.04 18.65 14.81 16.04 17.25 14.28 15.54 19.84 22.19 11.79 12.85 16.40 18.39 21.58 22.76 17.50 19.04 15.45 17.25 14.36 18.39 12.49 14.63 16.98 21.64 21.14 20.29 17.93 |
| | |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in $29\ \text{CFR}\ 541$. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dryhouse activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)} Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications

listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

| 52.219-6 | Notice Of Total Small Business Set-Aside | JUL 1996 |
|--------------|--|----------|
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime | SEP 2000 |
| | Compensation | |
| 52.222-22 | Previous Contracts And Compliance Reports | FEB 1999 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-10 | Vehicular and General Public Liability Insurance | APR 1984 |
| 52.228-4002 | Required Insurance | JAN 2000 |
| 52.236-1 | Performance of Work by the Contractor | APR 1984 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, | APR 1984 |
| | and Improvements | |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.243-1 | ChangesFixed Price | AUG 1987 |
| 52.243-5 | Changes and Changed Conditions | APR 1984 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.204-7004 | Required Central Contractor Registration | NOV 2001 |

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Neverthless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2002)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).
- (ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).
- (iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) Listed below are additional clauses that apply:
- (i) 52.232-1, Payments (Apr 1984).

- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Feb 2002).
- (v) 52.233-1, Disputes (Dec 1998).
- (vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (May 2001).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).
- (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1984) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000).
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (vi) 52.222-41, Service Contract Act, As Amended (May 1989((41 U.S.C. 351, et seq.) (Applies to services performed on Federal facilities).
- (vii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (viii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
- (x) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (xi) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

- (xii) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).
- (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
- (iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).
- (iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://farsite.hill.af.mil http://www.dtic.mil/dfars

- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to

provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

- 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)
- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730.
- (2) The small business size standard is \$6.0 Million
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern," means a small business concern --
- (1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far